

**MEMORANDUM OF AGREEMENT**

**FOR**

**ROADWAY LIGHTING ON STATE ROUTE 154/MEMORIAL DRIVE from  
BEGINNING Mile Point 0.83 to End Mile Point 0.43, DEKALB COUNTY,  
GA., DEKALB COUNTY**

**CONSISTING OF**

Twenty-three (23) new 101W LED luminaries on twenty-three (23) existing poles and by Permit No. U-089-014677-7 along State Route 154/Memorial Drive from Beginning MP 0.83 to Ending MP 0.43, Dekalb County, GA, DeKalb County.

**BETWEEN**

DeKalb County, acting by and through its Board of Commissioners, hereinafter called the **COUNTY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

**RELATIVE TO**

The **COUNTY** is requesting to install Twenty-three (23) new 101W LED luminaries on Twenty-three (23) existing poles by Permit No. U-089-014677-7 along State Route 154/Memorial Drive, from Beginning Mile Point 0.83 to Ending Mile Point 0.43, DeKalb County.

**I. IT IS THE INTENTION OF THE PARTIES:**

A. That the **COUNTY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **COUNTY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, to

Twenty-three (23) new 101W LED luminaries on Twenty-three (23) existing poles by Permit No.U-089-014677-7 along State Route 154/Memorial Drive, from Beginning Mile Point 0.83 to Ending Mile Point 0.43, DeKalb County.

2. The **COUNTY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **COUNTY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **COUNTY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

**II. IT IS FURTHER AGREED**, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **COUNTY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **COUNTY**.

**III. IT IS FURTHER AGREED,** that this Agreement shall remain in effect for a period of fifty (50) years.

**IV. IT IS FURTHER AGREED,** the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
STATE UTILITIES ENGINEER

\_\_\_\_\_  
WITNESS

-----  
**REQUESTED BY: DEKALB COUNTY, GEORGIA**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

(OFFICIAL SEAL-DEKALB COUNTY, GA.)

SWORN TO AND SUBSCRIBED BEFORE  
ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
202\_.

This Agreement approved by the  
Board of Commissioners at a meeting  
held at \_\_\_\_\_ on  
the \_\_\_ day of \_\_\_\_\_, 202\_.

Attest:  
BY: \_\_\_\_\_  
Board Secretary

3/21/2022 TH



GPC lighting U-089-014677-7 End  
33.76294, -84.257665

GPC Lighting permit U-089-014677-7

Permit U-089-014677-7,  
Georgia Power Company,  
SR 154, Dekalb County.  
Install 23 each 101W LED  
Luminaries on 23 poles  
along SR 154/ Memorial  
Drive, Dekalb County

Image Date: 6/23/2023